



Florida Department of Transportation

RON DESANTIS
GOVERNOR

1074 Hwy 90
Chipley, Florida 32428

KEVIN J. THIBAUT, P.E.
SECRETARY

September 19, 2019

ADDENDUM NO. 2

To: **ALL PROPOSAL HOLDERS**
FINANCIAL ITEM NUMBER: 4454811D201
CONTRACT NUMBER: E3T03
DESCRIPTION: Restoring outfall ditches for the state road system within Washington Co.

BIDS TO BE RECEIVED: October 10, 2019

If you are a PROPOSAL HOLDER, this is your authorization to make the following changes to the plans and specification packages you now have for the subject project:

- **Specifications have been revised**
- **Supplemental Specification 120-50 was removed and Special Provision 120-50 was added.**

Please use this revision when preparing your bid.

Sealed bids will be received until 2:00 p.m. local time on October 10, 2019 in the District Three Procurement Services Conference Room, Room 230, Administration Building, 1074 Highway 90, Chipley, Florida.

AMENDMENT NOTIFICATION

If you are a PROPOSAL HOLDER, please go to the CPP Online Ordering System at <https://fdotwp1.dot.state.fl.us/contractproposalprocessingonlineordering/> to download Amendment No. 2, file E3T03.002.

Also all PROPOSAL HOLDERS please acknowledge receipt of the addendum under the Acknowledgement of Amendments tab on your electronic bid.

If you have any further questions please contact Amanda Mauldin by phone at (850) 330-1364 or by email at roland.ybarra@dot.state.fl.us.

Sincerely,



Steve Thames
District Contracts Manager

ST:ry
c.c. Tim Hendrix, Heath Riley, Richard Yates, Jared Kirkland, file

July 22, 2019

PREPARED BY: Brenda Green, Martin Brust



SPECIFICATIONS PACKAGE
FINANCIAL PROJECT ID(S): 445481-1-D2-01
CONTRACT NUMBER: E3T03
CONTRACT CALENDAR DAYS: 365 DAYS

DISTRICT THREE
WASHINGTON COUNTY

Intent & Scope: The Improvements under this Site-Specific Contract consists of restoring outfall ditches for the state road system within Washington County. The purpose of this work is to cut and remove fallen trees, stumps, vegetation, debris, remove construction and demolition debris located within the outfall ditch areas, clean and maintain the outfall ditches to address drainage issues caused by Hurricane Michael. Access to ditches may be limited. Contractor should have a plan to clear ditch from within the limits of the ditch. If right of entry is required, contractor shall restore property to original condition at no cost to the department. Due to the destructive forces of the hurricane, re-shaping of ditches may be required. **The removal and disposal of the debris generated in the performance of the contract is incidental to the pay items listed. Maintenance of Traffic, Mobilization, and Erosion control devices will be incidental to the pay items listed.**

The July 2019 Edition of the Florida Department of Transportation Standard Specifications is revised as follows: Special Provisions.

I hereby certify that this specifications package has been properly prepared by me, or under my responsible charge, in accordance with procedures adopted by the Florida Department of Transportation.

Engineer of Record: Martin Brust, P.E.
Fla. License No.: 54773
Firm Name: FDOT District 3
Firm Address: P.O. Box 607
City, State, Zip code: Chipley, FL 32428-3162
Page(s): 1-27
Signature and Seal: [Signature]
Date: 9-16-19



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SPECIAL PROVISIONS

DEFINITIONS AND TERMS.

(REV. 3-9-18) (7-19)

ARTICLE 1-3. The definition of ‘Contract Documents’ is deleted and replaced by the following:

Contract Documents.

The term “Contract Documents” includes: Advertisement for Proposal, Proposal, Certification as to Publication and Notice of Advertisement for Proposal, Appointment of Agent by Nonresident Contractors, Noncollusion Affidavit, Warranty Concerning Solicitation of the Contract by Others, Resolution of Award of Contract, Executed Form of Contract, Performance Bond and Payment Bond, Specifications, Plans (including revisions thereto issued during construction), Standard Plans, Addenda, or other information mailed or otherwise transmitted to the prospective bidders prior to the receipt of bids, work orders and supplemental agreements, work documents, all of which are to be treated as one instrument whether or not set forth at length in the form of contract.

Note: As used in Sections 2 and 3 only, Contract Documents do not include work orders, and supplementary agreements. As used in Section 2 only, Contract Documents also do not include Resolution of Award of Contract, Executed Form of Contract, and Performance and Payment Bond.

ARTICLE 1-3. The definition of ‘Engineer’ is deleted and replaced by the following:

Engineer.

The Director, Office of Maintenance, acting directly or through duly authorized representatives; such representatives acting within the scope of the duties and authority assigned to them.

Note: In order to avoid cumbersome and confusing repetition of expressions in these Specifications, it is provided that whenever anything is, or is to be done, if, as, or, when, or where “acceptable, accepted, approval, approved, authorized, condemned, considered necessary, contemplated, deemed necessary, designated, determined, directed, disapproved, established, given, indicated, insufficient, ordered, permitted, rejected, required, reserved, satisfactory, specified, sufficient, suitable, suspended, unacceptable, or unsatisfactory,” it shall be understood as if the expression were followed by the words “by the Engineer,” “to the Engineer,” or “of the Engineer.”

ARTICLE 1-3. The definition of “Plans” is deleted and replaced by the following:

Plans.

The approved plans, including reproductions thereof, showing the location, character, dimensions, and details of the work.

In this contract, references to “the plans” mean the Department’s Standard Plans, and revisions thereto current at the time of contract letting, unless otherwise directed in the Contract Documents. When plans are included as part of this contract, references in this contract to “the plans” mean such plans and the Department’s Standard Plans, and revisions thereto current at the time of contract letting, unless otherwise directed in the Contract Documents.

ARTICLE 1-3 is expanded by the following:

Contract Term.

The period of time during which the Contract is in effect.

Contract Term Extension.

An extension of the Contract Term at the Department's sole discretion. An extension of the Contract Term does not extend Contract Time unless Contract Time is also extended in accordance with these Specifications.

Work Document.

Work Documents identify the location, description, amount of work to be accomplished, and time allotted to complete the work.

**PROPOSAL REQUIREMENTS AND CONDITIONS – PREQUALIFICATION OF BIDDERS.
(REV 3-15-16) (7-19)**

ARTICLE 2-1 is deleted and the following substituted:

2-1 Contractor Experience.

The Department does not require a Contractor to have a certificate of qualification if bidding Maintenance contracts. Maintenance contracts may require potential bidders to have and document certain experience in the type of work required for the contract. If this requirement is applicable to a contract, detailed experience requirements will be listed in the advertisement and a form will be included with the bid package to document such experience. The form must be fully and accurately completed by the potential bidder and received by the Department before or at the opening of the bids.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit the following:

1. A bid on a Contract to provide any goods or services to a public entity.
2. A bid on a Contract with a public entity for the construction or repair of a public building or public work.
3. Bids on leases of real property to a public entity.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 F.S., for Category Two. All restrictions apply for a period of 36 months from the date of placement on the convicted vendor list.

**PROPOSAL REQUIREMENTS AND CONDITIONS - EXAMINATION OF PLANS,
SPECIFICATIONS, SPECIAL PROVISIONS, AND SITE OF WORK.
(REV 11-3-15) (FA 1-27-16) (7-19)**

ARTICLE 2-4 is deleted and the following substituted:

2-4 Examination of Plans, Specifications, Special Provisions, and Site of Work.

Examine the Contract Documents and the site of the proposed work carefully before submitting a Proposal for the work contemplated. Investigate the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished and as to the requirements of all Contract Documents.

Direct all questions to the Department by posting them to the Department's website at the following URL address: <https://fdotwp1.dot.state.fl.us/BidQuestionsAndAnswers/Proposal.aspx/SearchProposal>. Questions posted to this site before 5:00 P.M. (EST) on the seventh calendar day prior to the bid opening, or tenth calendar day prior to the December bid opening, will be responded to by the Department. For questions posted after these times, an answer cannot be assured. For all questions posted before the deadline, the Department will provide and post responses at the same website before 8:00 A.M. (EST) on the second calendar day prior to bid opening. Take responsibility to review and be familiar with all questions and responses posted to this website and to make any necessary adjustments in the proposal accordingly. If the Department's web site cannot be accessed, contact the District Scheduling Engineer at (850) 330-1713.

When, in the sole judgment of the Department, responses to questions require Plan revisions, Specification revisions and/or addenda, the Contracts Office will issue them as necessary.

The Department does not guarantee the details pertaining to borings, as shown in the Plans, to be more than a general indication of the materials likely to be found adjacent to holes bored at the site of the work, approximately at the locations indicated. The Bidder shall examine boring data, where available, and make their own interpretation of the subsoil investigations and other preliminary data, and shall base their bid solely on their own opinion of the conditions likely to be encountered.

The Bidder's submission of a Proposal is prima facie evidence that the Bidder has made an examination as described in this Article.

AWARD AND EXECUTION OF CONTRACT – AWARD OF CONTRACT.

(REV 4-27-16) (7-19)

SUBARTICLE 3-2.2 is deleted.

AWARD AND EXECUTION OF CONTRACT – PUBLIC RECORDS.

(REV10-17-16) (FA10-24-16) (7-19)

ARTICLE 3-9 is expanded by the following:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**District 3
850-330-1894
D3precustodian@dot.state.fl.us
Florida Department of Transportation
District 3 - Office of General Counsel
1074 Highway 90 East
Chipley, FL 32428**

SCOPE OF WORK – INTENT OF CONTRACT.

(REV 2-15-17) (7-19)

ARTICLE 4-1 is deleted and the following substituted:

The Improvements under this Site-Specific Contract consists of restoring outfall ditches for the state road system within Washington County. The purpose of this work is to cut and remove fallen trees, stumps, vegetation, debris, remove construction and demolition debris located within the outfall ditch areas, clean and maintain the outfall ditches to address drainage issues caused by Hurricane Michael. Access to ditches may be limited. Contractor should have a plan to clear ditch from within the limits of the ditch. If right of entry is required, contractor shall restore property to original condition at no cost to the department. Due to the destructive forces of the hurricane, re-shaping of ditches may be required. **The removal and disposal of the debris generated in the performance of the contract is incidental to the pay items listed. Maintenance of Traffic, Mobilization, and Erosion control devices will be incidental to the pay items listed.**

The summary of pay items for this project is listed in the Bid Price Proposal.

Pay item quantities shall replace “plan quantities” in all instances in the Contract Documents and will be determined by calculation in accordance with 9-1.3.1 regardless of designation elsewhere.

CONTROL OF THE WORK

(REV 12-30-13) (7-19)

ARTICLE 5-5 is deleted and the following substituted:

5-5 Authority of the Engineer.

All work in this contract will be administered by the Florida Department of Transportation under the direction of the Maintenance Engineer, Martin Brust, P.E., or his authorized representative at Marianna Operations Center (850) 718-3800.

LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – PRESERVATION OF EXISTING PROPERTY – UTILITIES - UTILITY ADJUSTMENTS (NO UTILITY WORK SCHEDULE).

(REV 2-10-94) (7-19)

SUBARTICLE 7-11.5.3 is expanded by the following:

For this project, no utility work involving facilities owned by other agencies is anticipated.

LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – CONTRACTOR’S RESPONSIBILITY FOR WORK.

(REV 5-27-15) (7-19)

Article 7-14 is deleted and the following substituted:

7-14 Contractor’s Responsibility for Work.

Until the Department’s acceptance of the work, take charge and custody of the work, and take every necessary precaution against injury or damage to the work by the action of the elements or from any other cause whatsoever, arising either from the execution or from the nonexecution of the work. Rebuild, repair, restore, and make good, without additional expense to the Department, all injury or damage to any portion of the work occasioned by any of the above causes before its completion and acceptance, except that in case of extensive or catastrophic damage, the Department may, at its discretion, reimburse the Contractor for the repair of such damage due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to Acts of God, of the public enemy, or of governmental authorities.

LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC - EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS.

(REV 4-25-02) (FA 7-17-02) (7-19)

SECTION 7 is expanded by the following:

7-27 Equal Employment Opportunity Requirements.

7-27.1 Equal Employment Opportunity Policy: Accept as the operating policy, the following statement which is designed to further the provision of equal employment opportunity to all persons without regard to their age, race, color, religion, national origin, sex, or disability and to promote the full realization of equal employment opportunity through a positive continuing program:

“It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their age, race, religion, color, national origin, sex, or disability. Such action must include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training.”

7-27.2 Equal Employment Opportunity Officer: Designate and make known to the Department’s contracting officers an equal employment opportunity officer (hereinafter referred to as the EEO Officer) who must be capable of effectively administering and promoting an active Contractor program employment opportunity and who must be assigned adequate authority and responsibility to do so.

7-27.3 Dissemination of Policy: All members of the Contractor’s staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the Contractor’s equal employment opportunity policy and contractual responsibilities.

7-27.4 Recruitment: When advertising for employees, include in all advertisements for employees the notation “An Equal Opportunity Employer”.

7-27.5 Personnel Actions: Establish and administer wages, working conditions, employee benefits, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination without regard to age, race, color, religion, national origin, sex, or disability.

Follow the following procedures:

1. Conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

2. Periodically evaluate the spread of wages paid with each classification to determine any evidence of discriminatory wage practices.

3. Periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action must include all affected persons.

4. Investigate all complaints of alleged discrimination made in connection with obligations under this Contract, attempt to resolve such complaints, and take appropriate corrective action. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action must include such other persons. Upon completion of each investigation inform every complainant of all of the avenues of appeal.

7-27.6 Subcontracting: Use the best efforts to ensure subcontractor compliance with their equal employment opportunity policy.

7-27.7 Records and Reports: Keep such records as are necessary to determine compliance with the equal employment opportunity obligations. The records kept will be designed to indicate the following:

1. The number of minority and nonminority group members employed in each work classification on the project.

2. The progress and efforts being made in cooperation with unions to increase minority group employment opportunities (applicable only to Contractors who rely in whole or in part on unions as a source of their work force).

3. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority group employees as deemed appropriate to comply with their Equal Employment Opportunity Policy.

4. The progress and efforts being made in securing the services of minority group subcontractors or subcontractors with meaningful minority group representation among their employees as deemed appropriate to comply with their Equal Employment Opportunity Policy.

All such records must be retained for a period of three years following completion of the contract work and be available at reasonable times and places for inspection by authorized representatives to the Department and the Federal Highway Administration.

Upon request, submit to the Department a report of the number of minority and nonminority group employees currently engaged in each work classification required by the Contract work.

**LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – E-VERIFY.
(REV 6-13-11) (FA 6-16-11) (7-19)**

SECTION 7 is expanded by the following new Article:

7-29 E-Verify.

The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – SCRUTINIZED COMPANIES.

(REV 3-22-18) (7-19)

SECTION 7 is expanded by the following new Article:

7-30 Scrutinized Companies.

For Contracts of any amount, if the Department determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the Department shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the Department's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

For Contracts \$1,000,000 and greater, if the Department determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Department shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the Department's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

PROSECUTION AND PROGRESS – SUBLETTING OR ASSIGNING OF CONTRACTS.

(REV 10-8-15) (7-19)

ARTICLE 8-1 is deleted and the following substituted:

8-1 Subletting or Assigning of Contracts.

Do not sell, transfer, assign or otherwise dispose of the Contract or Contracts or any portion thereof, or of any right, title, or interest therein, without written consent of the Department. If the Contractor chooses to sublet any portion of the Contract, the Contractor must provide a written request to sublet work on the Certification of Sublet Work form developed by the Department for this purpose.

With the Engineer's acceptance of the request, the Contractor may sublet a portion of the work. The Certification of Sublet Work request will be deemed acceptable to the Department, for purposes of the Department's consent, unless the Engineer notifies the Contractor within 5 business days of receipt of the Certification of Sublet Work that the Department is not consenting to the request.

Include in the total Contract amount the cost of materials and manufactured component products, and their transportation to the project site. For the purpose of meeting this requirement, the Department will not consider off-site commercial production of materials and manufactured component products that the Contractor purchases, or their transportation to the project, as subcontracted work.

Execute all agreements to sublet work in writing and include all pertinent provisions, specifications and requirements of the Contract. Upon request, furnish the Department with a copy of the subcontract. The subletting of work does not relieve the Contractor or the surety of their respective responsibilities and liabilities under the Contract and Contract Bond.

The Department recognizes a subcontractor only in the capacity of an employee or agent of the Contractor, and the Engineer may require the Contractor to remove the subcontractor as in the case of an employee.

PROSECUTION AND PROGRESS.

(REV. 5-18-17) (7-19)

ARTICLE 8-2 is deleted and replaced by the following:

8-2 Work Performed by Equipment Rental Agreement.

Rental agreements will not be considered subcontracts.

SUBARTICLE 8-3.2 is deleted.

SUBARTICLE 8-3.3, the last sentence has been deleted and the following substituted:

The Department will issue the Notice to Proceed within 20 days, excluding Saturdays, Sundays and Holidays, after the Department's execution of the Contract.

SUBARTICLE 8-3.5 is deleted and the following substituted:

8-3.5 Preconstruction Conference: Immediately after executing the Contract but before the Contractor begins work, the Engineer will call a pre-work conference at a location the Engineer designates to go over the work required by the Contract. Attend this meeting, along with the Department and any utility companies that will be involved with the work.

PROSECUTION AND PROGRESS - LIMITATIONS OF OPERATIONS – FENCING.

(REV 6-17-04) (FA 7-13-04) (7-19)

SUBARTICLE 8-4.8 is deleted and the following substituted:

8-4.8 Fencing: Erect permanent fence as a first order of business on all projects that include fencing where the Engineer determines that the fencing is necessary to maintain the security of livestock

and other animals on adjacent property, or for protection of pedestrians who are likely to gain access to the project from adjacent property. Secure the right of way on Limited Access Facilities at all times by a fence, either temporary or permanent, that meets the height of the existing fence or the height required in the Contract.

PROSECUTION AND PROGRESS - EQUIPMENT.

(REV 3-2-17) (7-19)

ARTICLE 8-4 is expanded by the addition of the following new Subarticle:

8-4.10 Equipment: Equip vehicles and mobile equipment used on the project with a minimum of one class 2 amber or white flashing light that meets the Society of Automotive Engineers recommended practice SAE J845 and SAE J1318. The Engineer may require a white flashing light meeting the above requirements when conditions reduce the effectiveness of amber light (i.e., at night under high intensity discharge lights such as sodium vapor).

Ensure all equipment safety devices recommended by the manufacturer are installed and properly maintained.

Park vehicles and equipment not in use or left on the right-of-way overnight as close as possible to the right-of-way line and always outside of the applicable clear zone. Conduct service and supply operations as close to the right-of-way line as possible. Do not park equipment in the median, regardless of the width of the median, unless movement from the work area is determined by the Engineer to be prohibitive.

SUBARTICLE 8-5 is expanded by the following:

All persons employed by the Contractor or Subcontractors working within the Department's right-of-way must have Tier 1 Illicit Discharge Detection and Elimination (IDDE) training. The computer based training is provided by video on the following web page: <http://wbt.dot.state.fl.us/ois/EnvironmentalManagementOffice/index.html>.

Provide a list of persons trained prior to submittal of the first invoice. Provide an updated list of new Contractor/Subcontractor employees annually thereafter.

PROSECUTION AND PROGRESS – CONTRACT TIME AND TERM EXTENSIONS.

(REV 8-25-17) (7-19)

SUBARTICLE 8-7.3.2 is deleted and the following substituted:

8-7.3.2 Contract Time Extensions: The Department may grant an extension of Contract Time when a controlling item of work is delayed by factors not reasonably anticipated or foreseeable at the time of bid. The Department may allow such extension of time only for delays occurring during the Contract Time period or authorized extensions of the Contract Time period. When failure by the Department to fulfill an obligation under the Contract results in delays to the controlling items of work, the Department will consider such delays as a basis for granting a time extension to the Contract.

Whenever the Engineer suspends the Contractor's operations, as provided in 8-6, for reasons other than the fault of the Contractor, the Engineer will grant a time extension for any delay to a

controlling item of work due to such suspension. The Department will not grant time extensions to the Contract for delays due to the fault or negligence of the Contractor.

The Contractor must continually monitor the effects of weather. When a controlling item of work is delayed by the effects of rains or other inclement weather, the Contractor may submit a request for an extension of contract time to the Engineer due to the weather related delay. Requests must be submitted no later than 10 calendar days after the work was originally scheduled to be completed. Upon timely receipt of the request of Contract Time extension from the Contractor for weather related delays, the Engineer will investigate the conditions, and if found justifiable, the Engineer will grant the time extension within five calendar days of receipt of the request.

The Department will grant time extensions, on a day for day basis, for delays caused by the effects of rains or other inclement weather conditions, related adverse soil conditions or suspension of operations as defined in 8-6.4 that prevent the Contractor from productively performing controlling items of work resulting in:

(1) The Contractor being unable to work at least 50% of the normal work day on pre-determined controlling work items; or

(2) The Contractor must make major repairs to work damaged by weather, provided that the damage is not attributable to the Contractor's failure to perform or neglect; and provided that the Contractor was unable to work at least 50% of the normal workday on pre-determined controlling work items.

No additional compensation will be made for delays caused by the effects of inclement weather.

The Department will consider the delays in delivery of materials or component equipment that affect progress on a controlling item of work as a basis for granting a time extension if such delays are beyond the control of the Contractor or supplier. Such delays may include an area-wide shortage, an industry-wide strike, or a natural disaster that affects all feasible sources of supply. In such cases, the Contractor shall furnish substantiating letters from a representative number of manufacturers of such materials or equipment clearly confirming that the delays in delivery were the result of an area-wide shortage, an industry-wide strike, etc. No additional compensation will be made for delays caused by delivery of materials or component equipment.

The Department will not consider requests for time extension due to delay in the delivery of custom manufactured equipment such as traffic signal equipment, highway lighting equipment, etc., unless the Contractor furnishes documentation that he placed the order for such equipment in a timely manner, the delay was caused by factors beyond the manufacturer's control, and the lack of such equipment caused a delay in progress on a controlling item of work. No additional compensation will be paid for delays caused by delivery of custom manufactured equipment.

The Department will consider the effect of utility relocation and adjustment work on job progress as the basis for granting a time extension only if all the following criteria are met:

(1) Delays are the result of either utility work that was not detailed in the plans, or utility work that was detailed in the plans but was not accomplished in reasonably close accordance with the schedule included in the Contract Documents.

(2) Utility work actually affected progress toward completion of controlling work items.

(3) The Contractor took all reasonable measures to minimize the effect of utility work on job progress, including cooperative scheduling of the Contractor's operations with the scheduled utility work at the preconstruction conference and providing adequate advance notification to utility companies as to the dates to coordinate their operations with the Contractor's operations to avoid delays.

As a condition precedent to an extension of Contract Time the Contractor must submit to the Engineer:

A preliminary request for an extension of Contract Time must be made in writing to the Engineer within ten calendar days after the commencement of a delay to a controlling item of work. If the

Contractor fails to submit this required preliminary request for an extension of Contract Time, the Contractor fully, completely, absolutely and irrevocably waives any entitlement to an extension of Contract Time for that delay. In the case of a continuing delay only a single preliminary request for an extension of Contract Time will be required. Each such preliminary request for an extension of Contract Time shall include as a minimum the commencement date of the delay, the cause of the delay, and the controlling item of work affected by the delay.

Furthermore, the Contractor must submit to the Engineer a request for a Contract Time extension in writing within 30 days after the elimination of the delay to the controlling item of work identified in the preliminary request for an extension of Contract Time. Each request for a Contract Time extension shall include as a minimum all documentation that the Contractor wishes the Department to consider related to the delay, and the exact number of days requested to be added to Contract Time. If the Contractor contends that the delay is compensable, then the Contractor shall also be required to submit with the request for a Contract Time extension a detailed cost analysis of the requested additional compensation. If the Contractor fails to submit this required request for a Contract Time extension, with or without a detailed cost analysis, depriving the Engineer of the timely opportunity to verify the delay and the costs of the delay, the Contractor waives any entitlement to an extension of Contract Time or additional compensation for the delay.

Upon timely receipt of the preliminary request of Contract Time from the Contractor, the Engineer will investigate the conditions, and if it is determined that a controlling item of work is being delayed for reasons beyond the control of the Contractor the Engineer will take appropriate action to mitigate the delay and the costs of the delay. Upon timely receipt of the request for a Contract Time extension the Engineer will further investigate the conditions, and if it is determined that there was an increase in the time or the cost of performance of the controlling item of work beyond the control of the Contractor, then an adjustment of Contract Time will be made, and a monetary adjustment will be made, excluding loss of anticipated profits, and the Contract will be modified in writing accordingly.

ARTICLE 8-7 is expanded by the following new Subarticle:

8-7.3.3 Contract Term Extension: The Department will monitor the Contractor's performance of the work. If the percentage of work progress indicates that the Contractor will not complete the work as contemplated by the original Contract and any Supplemental Agreements prior to the expiration of the Contract Term, the Department may extend the Contract Term. A Contract Term Extension is subject to the same terms and conditions set forth in the original Contract and any Supplemental Agreements. The cumulative period of all Contract Term Extensions shall not exceed 180 calendar days unless the failure to meet the criteria set forth in the Contract for completion of the Contract is due to events beyond the control of the Contractor. The Contractor will receive written notification of the Contract Term Extension.

ARTICLE 8-8 is deleted and the following substituted:

8-8 Contractor Non-Responsibility.

Section 337.16(2) of the Florida Statutes and Rule 14-22, Florida Administrative Code (FAC), establish certain requirements for Contractors bidding on or any Maintenance Contracts, and authorize ineligibility to bid due to Contractor non-responsibility.

The Department will review and rate the performance of each Contractor using the Contractor Field Performance Report. The Contractor will receive written notification of the Field Performance Report and will be given an opportunity to resolve disputes concerning the rating.

SUBARTICLE 8-9.1 is deleted and the following substituted:

8-9.1 Determination of Default: The following acts or omissions constitute acts of default and, except as to subparagraphs (i and k), the Department will give notice, in writing, to the Contractor and his surety for any delay, neglect or default, if the Contractor:

- (a) fails to begin the work under the Contract within the time specified in the Notice to Proceed;
- (b) fails to perform the work with sufficient workmen and equipment or with sufficient materials to ensure prompt completion of the Contract;
- (c) performs the work unsuitably, or neglects or refuses to remove materials or to perform anew such work that the Engineer rejects as unacceptable and unsuitable;
- (d) discontinues the prosecution of the work, or fails to resume discontinued work within a reasonable time after the Engineer notifies the Contractor to do so;
- (e) becomes insolvent or is declared bankrupt, or files for reorganization under the bankruptcy code, or commits any act of bankruptcy or insolvency, either voluntarily or involuntarily;
- (f) allows any final judgment to stand against him unsatisfied for a period of ten calendar days;
- (g) makes an assignment for the benefit of creditors;
- (h) fails to comply with Contract requirements regarding minimum wage payments or EEO requirements;
- (i) fails to comply with the Engineer's written suspension of work order within the time allowed for compliance and which time is stated in that suspension of work order; or
- (j) for any other cause whatsoever, fails to carry on the work in an acceptable manner, or if the surety executing the bond, for any reasonable cause, becomes unsatisfactory in the opinion of the Department.
- (k) fails to comply with 3-9.
- (l) fails to provide all required insurance and to keep said insurance in force during the duration of the Contract.

For a notice based upon reasons stated in subparagraphs (a) through (h) and (j): if the Contractor, within a period of time specified by the Department after receiving the notice described above, fails to correct the conditions of which complaint is made, the Department will, upon written certificate from the Engineer of the fact of such delay, neglect, or default and the Contractor's failure to correct such conditions, have full power and authority, without violating the Contract, to take the prosecution of the work out of the hands of the Contractor and to declare the Contractor in default.

If the Contractor, after having received a prior notice described above for any reason stated in subparagraph (b), (c), (d), (e), (f) or (h), commits a second or subsequent act of default for any reason covered by the same subparagraph (b), (c), (d), (e), (f) or (h) as stated in the prior notice, and regardless whether the specific reason is the same, then, regardless of whether the Contractor has cured the deficiency stated in that prior notice, the Department will, upon written certificate from the Engineer of the fact of such delay, neglect or default and the Contractor's failure to correct such conditions, have full power and authority, without any prior written notice to the Contractor and without violating the Contract, to take the prosecution of the work out of the hands of the Contractor and to declare the Contractor in default.

Regarding subparagraph (i), if the Contractor fails to comply with the Engineer's written suspension of work order within the time allowed for compliance and which time is stated in that suspension of work order, the Department will, upon written certificate from the Engineer of the fact of such delay and the Contractor's failure to correct that condition, have full power and authority, without violating the Contract, to immediately take the prosecution of the work out of the hands of the Contractor and to declare the Contractor in default.

Regarding subparagraph (k), if the Contractor fails to comply with 3-9, the Department will have full power and authority, without violating the Contract, to immediately take the prosecution of the work out of the hands of the Contractor and to declare the Contractor in default.

The Department has no liability for anticipated profits for unfinished work on a Contract that the Department has determined to be in default.

Notwithstanding the above, the Department shall have the right to declare the Contractor (or its "affiliate") in default and immediately terminate this Contract, without any prior notice to the Contractor, in the event the Contractor (or its "affiliate") is at any time "convicted" of a "contract crime," as these terms are defined in Section 337.165(1), Florida Statutes. The Department's right to default the Contractor (or its "affiliate") for "conviction" of a "contract crime" shall extend to and is expressly applicable to any and all Department Contracts that were either advertised for bid; for which requests for proposals or letters of interest were requested; for which an intent to award was posted or otherwise issued; or for which a Contract was entered into, after the date that the underlying or related criminal indictment, criminal information or other criminal charge was filed against the Contractor (or its "affiliate") that resulted in the "conviction." In the event the Department terminates this Contract for this reason, the Contractor shall hereby forfeit any claims for additional compensation, extra time, or anticipated profits. The Contractor shall only be paid for any completed work up to the date of termination. Further, the Contractor shall be liable for any and all additional costs and expenses the Department incurs in completing the Contract work after such termination.

SUBARTICLE 8-9.3 is deleted and the following substituted:

8-9.3 Completion of Work by Department: Upon declaration of default, the Department will have full authority to appropriate or use any or all suitable and acceptable materials and equipment on the site and may enter into an agreement with others to complete the work under the Contract, or may use other methods to complete the work in an acceptable manner. The Department will charge all costs that the Department incurs because of the Contractor's default, including the costs of completing the work under the Contract, against the Contractor. If the Department incurs such costs in an amount that exceeds the sum that would have been payable under the Contract, then the Contractor and the surety shall be liable and shall pay the Department the amount of the excess.

If, after the period of time specified by the Department and prior to any action by the Department to otherwise complete the work under the Contract, the Contractor establishes his intent to prosecute the work in accordance with the Department's requirements, then the Department may allow the Contractor to resume the work, in which case the Department will deduct from any monies due or that may become due under the Contract, any costs to the Department incurred by the delay, or from any reason attributable to the delay.

MEASUREMENT AND PAYMENT – SCOPE OF PAYMENTS. (REV 8-12-16) (7-19)

SUBARTICLE 9-2.1 is expanded as follows:

Request payment for work completed and accepted by the Department by submitting an invoice using the pay items and unit prices contained in the Contract. Include the Contract Number, the Financial Project Number, the Invoice Number, the Invoice Date and the period that the invoice represents. If required by the Engineer, furnish photos of the completed work at each location with the invoice. Submit

the invoice no more often than once every 28 days to the Engineer in charge of the project. Upon receipt and approval, payment will be made less an amount retained or withheld in the Contract.

For Lump Sum contracts, within 21 calendar days after contract award or at the pre-work meeting, whichever is earlier, prepare and submit to the Engineer a schedule of values. With the Engineer's approval, the schedule of values will be the basis for determining monthly payments.

SUBARTICLES 9-2.1.1 and 9-2.1.2 are deleted.

SUBARTICLE 9-3.2 is deleted.

SUBARTICLE 9-3.3.1 is deleted and the following substituted:

9-3.3.1 Error in Lump Sum Quantity: Where the Department designates the pay quantity for an item to be a lump sum and the plans show an estimated quantity, the Department will adjust the lump sum compensation only in the event that either the Contractor submits satisfactory evidence or the Department determines and furnishes satisfactory evidence that the lump sum quantity shown is in substantial error. The term "substantial error" is defined as the smaller of (a) or (b) below:

- (a) a difference between the original plan quantity and final quantity of more than 5%,
- (b) a change in quantity which causes a change in the amount payable of more than \$5,000.

SUBARTICLE 9-5.1 is deleted and the following substituted:

9-5.1 General: If the Contract Time extends over a period in excess of 45 calendar days, the Contractor may claim partial payment for work completed and accepted by the Department by submitting an invoice. The actual reimbursement to the contractor will be based on:

- 1. the items shown in the schedule of values completed for the Lump Sum contract, or
- 2. the pay items and the unit prices contained in the Contract Document completed, and accepted by the Engineer in charge.

Contract amount is defined as the original contract amount adjusted by approved supplemental agreements.

Retainage will be determined for each project on multiple project Contracts. The Department will not accept Securities, Certificates of Deposit or letters of credit as a replacement for retainage. Amounts withheld will not be released until payment of the final estimate.

An amount may be retained from a Contractor's payment until final acceptance of materials or work at the end of a burn-in or establishment period. The amount retained will be determined in accordance with the following schedule:

Percentage Contract Amount Completed	Amount Retained
0 to 75	None
75 to 100	10 % of value of work completed exceeding 75% of Contract Amount.

The Engineer will make payments based upon invoices submitted by the Contractor in accordance with 9-2.1.

SUBARTICLE 9-5.5 is deleted.

ARTICLE 9-8 is deleted and the following substituted:

9-8 Acceptance and Final Payment.

Submit a completed Contractor's Affidavit and Surety Consent (Form 21-A) (Department Form Number 700-050-21) to the Department within 90 days of submittal of the final invoice. Failure to submit this form may result in a determination of Contractor Non-Responsibility under the provisions of 14-22.0141, F.A.C., and the Contractor will be prohibited from bidding, subcontracting, or acting as a material supplier on any Department contracts.

ARTICLE 9-9 is expanded by the following:

Section 215.422(5), Florida Statutes, requires the Department to include a statement of vendor (Contractor) rights. Contractors are hereby advised of the following:

Contractors providing goods and services to an agency should be aware of the following time frames: Upon receipt, an agency has five working days to inspect and approve the goods and services, unless the bid specifications, purchase order or Contract specifies otherwise. An agency has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, by the Department of Transportation.

If a payment is not made within 40 days, a separate interest penalty at the rate established pursuant to Section 55.03(1), Florida Statutes will be due and payable in addition to the invoice amount, to the Contractor. The interest penalty provision applies after a 35-day time period to health care providers, as defined by rule. Interest penalties of less than one dollar will not be enforced unless the Contractor requests payment. Invoices which have to be returned to a Contractor because of Contractor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Contractors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted by calling the Bureau of Accounting at (850) 413-5516.

CONSTRUCTION EQUIPMENT - GENERAL REQUIREMENTS.

(REV 1-28-15) (7-19)

SUBARTICLE 100-1 is expanded by the following:

Clearly and legibly identify the owner of all equipment on the Department's right-of-way.

MOBILIZATION.

(REV 7-29-13) (7-19)

SUBARTICLE 101-2.1 is deleted and the following substituted:

101-2.1 When a Separate Item is Included in the Proposal: When the proposal includes a separate item of payment for this work, the work and incidental costs specified as being covered under this Section will be paid for at the contract unit price for the item of Mobilization.

Payment will be made under the items specified in the Bid Price Proposal.

SUBARTICLE 101-2.2 is deleted and the following is substituted:

101-2.2 Partial Payments: When the proposal includes a separate pay item for Mobilization - Lump Sum, partial payment will be prorated based on the percentage of contract amount earned for work completed and accepted by the Department.

MAINTENANCE OF TRAFFIC.

(REV 6-26-14) (7-19)

ARTICLE 102-1, is expanded by insertion of the following after Paragraph 1:

All work, unless authorized by the Engineer, shall be performed during daylight hours, Monday through Friday. Daylight hours are 30 minutes after sunrise to 30 minutes prior to sunset, which includes the parking of equipment for the night. No routine work requiring lane closures is to be performed on Saturdays, Sundays or State legal holidays unless authorized in writing by the Engineer. Due to traffic congestion, work hours other than normal established hours may be required by the Engineer.

In the case of extreme traffic or weather conditions, the Contractor may be required to remove their operation from the roadway and/or right of way, at the discretion of the Engineer or the Florida Highway Patrol.

MAINTENANCE OF TRAFFIC.

(REV9-7-18) (7-19)

SUBARTICLE 102-3.3 is deleted and the following substituted:

102-3.3 Lane Closures: Approval of all lane closures, mobile operations, and traffic pacing operations is required. Submit requests to the Engineer 14 calendar days in advance of planned lane closures, mobile operations, and traffic pacing operations. For unforeseen events that require cancelling or rescheduling lane closures, mobile operations, and pacing operations, revise the lane closure request as soon as possible.

SUBARTICLE 102-5.4 is deleted and the following substituted:

102-5.4 Crossings and Intersections: Provide and maintain adequate accommodations for intersecting and crossing traffic. Do not block or unduly restrict any median opening, road or street crossing the project unless approved by the Engineer. Maintain all existing actuated or traffic responsive mode signal operations for main and side street movements for the duration of the work. Restore any loss of detection within 12 hours. Use only detection technology listed on the Department's Approved Products List (APL) and approved by the Engineer to restore detection capabilities. Before beginning any construction, submit to the Engineer the names and phone numbers of persons that can be contacted when signal operation malfunctions.

ARTICLE 102-7 is expanded by the following:

Provide off-duty law enforcement officer when required or as directed by the Engineer.

SUBARTICLE 102-11.1 is deleted and the following substituted:

102-11.1 General: Devices installed/used on the project on any calendar day or portion thereof, within the Contract Time, including time extensions which may be granted, will be paid for at lump sum price per day or per location

ARTICLE 102-12 is deleted.

ARTICLE 102-13.23 is deleted and the following substituted:

102-13.23 Maintenance of Traffic Lump Sum: Price and payment will be full compensation for all work and costs specified under Section 102.

When the proposal does not include a separate item for Maintenance of Traffic, all work and incidental costs specified as being covered under this Section will be included for payment under the several scheduled items of the overall Contract and no separate payment will be made therefore.

102-13.24 Payment Items: Payment will be made under the items shown in the Bid Price Proposal.

120-50 ROADSIDE DITCH OR CANAL CLEANING AND GRADING.

(REV 9-6-19)

The following new Section is added at the end of Section 120:

120-50.1 Description.

Clean and grade ditch and canal to allow free and unobstructed flow of drainage water.

Reshape and remove undesirable materials in ditches, slopes, or canal restoration according to the line, grade, and typical section for the particular roadway or special grades, as provided by the Engineer. Undesirable materials will also include any vegetative and other debris that may be found within the project limits that was not addressed by initial Hurricane Michael debris removal operations. Related work will include site preparation, erosion control, spreading and grading materials, hauling and disposing of excess materials, furnishing all labor, equipment and materials necessary to access, cut,

load, haul/transport all debris from the right of way or easement to a final disposal site, as specified in the work document.

120-50.2 Materials.

Salvageable material, as determined by the Engineer, will be identified as fill material for low areas within the project limits or will be stockpiled in areas designated by the Engineer. Materials that are used within the project limits shall be uniformly distributed over specified areas. Provide locations for disposal of all debris and undesirable material in accordance with applicable local and state laws. The cost of disposing all debris and undesirable material will be included in the contract unit price for cleaning and reshaping the ditches or canals.

120-50.3 Construction Methods.

120-50.3.1 General: Coordinate with the utility companies for the location of all underground utilities prior to beginning work where digging or grading work is required.

Details of the limits, finish grade, or special grade requirements will be provided on the work document, by the Engineer. Do all layout work as required.

Front slopes of ditches will not exceed a six horizontal to one vertical slope, except in areas that a special grade is required. Fill and grade eroded areas to the specified line and grade. Completed work will result in a flat bottom ditch. V-shaped ditches will not be permitted. Ditches will be free of obstructions with smooth transitions of grade or slope changes.

Canals will be cleaned and reshaped as specified in the work document. Take sufficient precautions to prevent pollution and follow all Federal, State, and local regulations when cleaning and reshaping canals or ditches.

Stockpiling of removed materials within the right of way for later disposal will require prior approval of the Engineer. Materials stockpiled within the project limits will be removed within ten calendar days, unless otherwise approved by the Engineer. Stockpiled materials will not be located so as to create a hazard. The work site will be clean and free of debris.

Comply with Rule 62C-52 and Rule 5B-57, Florida Administrative Code, and control the introduction, movement, or spread of prohibited aquatic plants, plant pests, or noxious weeds.

120-50.3.2 Erosion Control: Provide prevention, control, abatement of erosion and water pollution as specified in Section 104. When no separate items for payment are included in the Bid Price Proposal for the Contract, the cost of erosion control will be incidental to the work being performed and will not be paid for separately.

120-50.4 Method of Measurement.

The quantity to be paid for will be the length of ditch or canal measured in linear feet, completed and accepted, including the work necessary to clean and reshape the ditch or canal areas to the specified line and grade.

120-50.5 Basis of Payment.

Price and payment will be full compensation for all work specified in this Section, including materials, all disposal/tipping fees, and incidentals necessary to complete the work.

Payment will be made under the items specified in the Bid Price Proposal.

APPENDICES

APPENDIX A: LOCATIONS & DESCRIPTIONS

Mile Post	Approx. Length	Side	Comments
61001 000 I-10/SR8			
5.438	575	R	clean and reshape
15.342	445	R	clean and reshape
61002 000 SR-273/GLENWOOD AVE			
0.188	150	L	clean and reshape, place riprap at washout
0.969	250	L	some trees, heavy vegetation
1.76	200	L	clean and reshape, remove trees, seed and mulch
1.97	200	L	clean and reshape, remove trees, seed and mulch
61010 000 US-90/SR-10/OLD SPANISH TRL/JACKSON AVE			
3.737	150	L	clean and reshape, remove trees, debris
15.151	375	R	clean and reshape, place riprap at washout
15.843	500	R	clean and reshape, North side washout
16.269	500	R	clean and reshape
16.656	260	L	clean and reshape, remove trees, debris, place riprap at washout
17.259	230	R	clean and reshape
17.561	500	R	clean and reshape, remove trees, debris
18.408	350	L	clean and reshape
18.408	575	L	clean and reshape, remove trees, debris
18.594	225	R	clean and reshape, remove trees, debris, place riprap at washout
61060 000 SR-277/ROCHIE AVE			
0.5	150	L	clean and reshape, remove trees, debris
0.819	200	L	clean and reshape, remove trees, debris
1.59	220	L	clean and reshape, remove trees, debris
2.522	400	L	clean and reshape, remove trees, debris
2.675	350	L	clean and reshape, remove trees, debris
4.581	770	L	clean and reshape, remove trees, debris
6.956	350	L	clean and reshape, remove trees, debris
8.16	150	L	clean and reshape, remove trees, debris
8.16	100	R	clean and reshape, remove trees, debris
8.614	2150	L	clean and reshape, remove trees, debris
8.805	180	R	clean and reshape, remove trees, debris
8.974	750	R	clean and reshape, remove trees, debris
9.106	200	R	clean and reshape, remove trees, debris
9.767	500	L	clean and reshape, remove trees, debris
10.255	200	L	clean and reshape, remove trees, debris
10.635	1150	L	clean and reshape, remove trees, debris
12.573	550	R	clean and reshape, remove trees, debris
12.809	250	R	clean and reshape, remove trees, debris
61080 000 SR-77/MAIN ST			
14.468	2200	R	clean and reshape, remove trees, debris
29.532	3200	L	clean and reshape, remove trees, debris

**THIS COMPLETES
THIS
SPECIFICATIONS
PACKAGE**